

## REMARKS

### *Rejections Under 35 USC 102*

Claims 1-2, 5, 9-15, 17, and 19 stand rejected under 35 USC Section 102(e) as being anticipated in view of Lurie, et al. (U.S. 2003/0115089) hereafter referred to as Laurie 1. With  
5 respect to claims 1-2, 5, 9-15, 17, and 19, Examiner cites Laurie 1, stating that it discloses a system and method for expert service providers to provide advice services through unique empowered independent agents to consumers.

Anticipation requires the disclosure in a single prior art reference of each element of the claim under consideration and it is not enough that the prior art reference discloses all the  
10 claimed elements in isolation, rather anticipation requires disclosure as arranged in the claim. See. *W.L. Gore & Associates v. Garlock, Inc.* Further anticipation will not be found when the prior art is lacking or missing a specific feature or structure of the claimed invention.

With respect to claim 1, Applicant disagrees that Laurie 1 teaches the a method for expert service providers to provide advice services through unique empowered independent agents to  
15 consumers comprising the steps of a User initiating contact with a Service Provider and connecting said User with said Service Provider if available. Applicant disagrees that Laurie 1 teaches enabling Agents to integrate their selected plurality of Service providers into their own specialized websites for browsing by a User and having a User initiate contact with a Service Provider via an Agent's specialized website. Examiner cites paragraphs 71 and 80, for these two  
20 limitations, those two paragraphs are merely a listing of memory components from paragraph 68, with 71 noting "web browser procedures 134 for accessing online applications, such as service provider computer 300" and 80 "as well as other procedures and files", which neither teaches nor suggests the use of Agents or the other specifics of the claim limitations. The citation provided

by Examiner does not teach nor suggest an “Agent” providing a plurality of Service Providers to a User for selection. Lurie 1 merely teaches a User searching a database of Service Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse.

The use of an Agent provides a much greater expression of differentiation for Service Providers and more focused, comprehensible listings for consumers/users to browse. Applicant has amended claim 1 to more specifically and accurately claim the method of the present invention. Withdrawal of this rejection is respectfully requested.

With respect to Claims 2-5, and 9-13 Applicant relies on the arguments presented for claim 1 above, from which Claims 2, 5, and 9-13 depend. Withdrawal of this rejection is respectfully requested.

With respect to claim 14, Applicant disagrees that Laurie 1 teaches distributing the appropriate service HTML code to the Agent for each newly registered Service Provider.

Examiner cites paragraphs 91-92 which wherein a service provider is provided with a compose e-mail option, a block option, and assign to list option. In order to use the provided options of Laurie 1, a service provider will select checkboxes, indicated at col. 522, by for example, mouse clicking on the various checkboxes corresponding to desired service seekers. Once selected, the service provider can click on an option. Once the option is selected by the service provider, the customer management procedures process the selected service providers according to the selected option. When a service provider selects the compose e-mail option, the customer e-mail procedures are performed. The alternative embodiment of paragraph 92 provides the service provider with an electronic mail generation screen in order for the service provider to enter

desired information within the electronic mail. Once entered, the electronic mail will be sent to the selected service seekers. The electronic mail option may be utilized by service providers in order to provide incentives to the selected service seekers in order to entice the service seekers to engage the service providers' assistance in the form of an advice communication. When a service  
5 seeker responds to a communication incentive, the customer incentive procedures will compensate the service seeker once the advice communication is complete. In the present invention, the system automatically distributes the appropriate service HTML code to the Agent for each newly registered Service Provider thereby; enabling the Agent to readily create their own Internet-based collection of specialized Service Providers and in turn, connect Users with  
10 these Service Providers for expert advice in real time via a telephone connection (See Paragraph 73 and Fig. 9 of 10/711,549). As previous discussed in Applicants response to the rejection of claim 1, Laurie 1 does not teach an Agent level or layer in its system so it is impossible for the citation to teach or suggest the distribution of any HTML code to another party for use as claimed by the present invention. Withdrawal of this rejection is respectfully requested.

### ***Rejections Under 35 USC 103***

A prima facie case of obviousness is established when an examiner provides:

1. one or more references
2. that were available to the inventor and
- 20 3. that teach
4. a suggestion to combine or modify the references,
5. the combination or modification of which would appear to be sufficient to have made the claimed invention obvious to one of ordinary skill in the art.

25 Accordingly, an applicant who is able to prove that the Examiner has failed to establish any one of these elements will prevent the prima facie case of obviousness from being established.

Claims 7 and 8 stands rejected under 35 USC 103(a) as being unpatentable over Lurie 1 in view of Laurie 2 (U.S. Patent 7,289,623). With respect to Claims 7 and 8, Applicant relies on the arguments presented for claim 1 above, from which Claims 7 and 8 depend. Withdrawal of this rejection is respectfully requested.

5            Claims 15-20 stands rejected under 35 USC 103(a) as being unpatentable over Lurie 1 in view of Mok, et al. (U.S. Patent 7,418,429).

             With respect to claim 15, Examiner is failing to consider the claim limitations in their entirety. Applicant disagrees that Mok teaches an Agent account; distributing appropriate HTML code to an Agent; enabling an Agent to readily create Internet-based collections of  
10    specialized Service Providers; and connecting Users with these Service Providers for expert advice in real time via a telephone connection (a limitation Examiner admits is not taught by Mok on Page 8 of the Office Action).

             With respect to having a Service Provider enter said Agent ID when registering as a new Advisor. As previously discussed, Mok does not teach nor suggest an “Agent” providing a  
15    plurality of Service Providers to a User for selection. Mok merely teaches a User searching a database of Service Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse. If there is no Agent in Mok, it is impossible for the citation to teach or suggest the requirement that a Service Provider, when  
20    registering, enter an Agent ID as a requirement for registration in the system.

             With respect to linking all Service Providers under a single Agent ID into one account information and transaction activity management interface, again if there is no Agent in Mok, it is impossible for the citation to teach or suggest the requirement linking all Service Providers

under a single Agent ID into one account information and transaction activity management interface.

With respect to distributing the appropriate service HTML code to the Agent for each newly registered Service Provider, as previously discussed Applicant disagrees that Mok teaches distributing the appropriate service HTML code to the Agent for each newly registered Service Provider. Examiner cites col. 10 ll 5-12 as providing this teaching, but this section merely discusses using an interface to enter data by a Service Provider and makes no reference to the creation of a website or the creation or distribution of code to a Service Provider or any other user. In the present invention, the system automatically distributes the appropriate service HTML code to the Agent for each newly registered Service Provider thereby; enabling the Agent to readily create their own Internet-based collection of specialized Service Providers and in turn, connect Users with these Service Providers for expert advice in real time via a telephone connection (See Paragraph 73 and Fig. 9 of 10/711,549). As previous discussed in Applicants response to the rejection of claim 1, Laurie 1 does not teach an Agent level or layer in its system so it is impossible for the citation to teach or suggest the distribution of any HTML code to another party for use as claimed by the present invention.

With respect to enabling the Agent to readily create own Internet-based collection of specialized Service Providers and in turn, as previously discussed, Mok does not teach nor suggest an "Agent" providing a plurality of Service Providers to a User for selection. Mok merely teaches a User searching a database of Service Providers, while the present invention creates an "Agent" who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse.

For the above stated reasons with respect to claim 15, withdrawal of this rejection is respectfully requested.

With respect to claims 16 and 17, Applicant relies on the arguments presented for claim 15 above, from which Claims 16 and 17 depend. Withdrawal of these rejections is respectfully  
5 requested.

With respect to claim 18, as previously discussed, neither Mok or Laurie 1 teaches or suggests an “Agent” providing a plurality of Service Providers to a User for selection. Lurie merely teaches a User searching a database of Service Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a custom website  
10 where they may group or organize a more specific selection of service providers for a User to browse. The citation provided by Examiner does not teach nor suggest allowing for said Users to remain in effect *on the website of the Agent* while navigating and using the system for connecting telephonically to Service Providers, by way of a series of progressive popup windows. Lurie and Mok merely teache a User searching a database of Service Providers, while  
15 the present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse. Mok also does not teach an Agent or an Agent with a Website, but only the website of the system, thus there is no teaching or suggestion allowing for said Users to remain in effect *on the website of the Agent* while navigating and using the system for  
20 connecting telephonically to Service Providers, but only a teaching of Users remaining connected to Service Providers while navigation and using a system. Withdrawal of this rejection is respectfully requested.

With respect to claim 19, as previously discussed, neither Laurie nor Mok teach or suggest an “Agent” providing a plurality of Service Providers to a User for selection. Lurie merely teaches a User searching a database of Service Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse. The citations provided by Examiner do not teach nor suggest displaying, within a pop-up window or anywhere, a full list of an *Agent’s* Service Provider’s and their individual availability statuses. Lurie and Mok merely teaches a User searching a database of Service Providers, while the present invention creates an “Agent” who can select an number of Service Providers and create a custom website where they may group or organize a more specific selection of service providers for a User to browse. The Agent is then paid a fee in addition to the fee collected by the service. Thus, when an Agent is a requirement, the payment to the agent may be “a managed payout consisting of, deducting a pre-determined Agent service fee for each transaction and distributing the Agent to fee said Agents.” Additionally, the Agent may take on self-managed payroll responsibility. In Laurie 1 and Mok, there is no agent, only the User and Service Provider, thus there would be no need and is no teaching or suggestion for a self-managed payroll responsibility, either by the system, User, or Service Provider and certainly no “pre-determined Agent service fee for each transaction” for the Agent actively brining the two parties (User and Service Provider) together.

With respect to claim 20, again neither ‘612 nor ‘290 teach an Agent or any means for grouping Service Providers other than by topic in a Service Provider database. Thus, there is no teaching or suggestion for enabling a Service Provider to register and be part of numerous different Agent groups, without concern for any potential telephone connection conflict, the

second claim limitation of claim 20. Thus the two systems do not work in any manner that is reflective of the other with the purposes or use for collecting and using the requested information. Withdrawal of this rejection is respectfully requested. Withdrawal of this rejection is respectfully requested.

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### CONCLUSION

For all the reasons advanced above, Applicant respectfully submits that the application is in condition for allowance and that action is earnestly solicited.

In the event that an extension of time is required, or may be required in addition to that requested in a petition for an extension of time, the Commissioner is requested to grant a petition for that extension of time which is required to make this response timely.

Respectfully submitted,

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